

LAW OFFICES OF MARK YABLONOVICH  
Mark Yablonovich, Esq., Cal. State Bar No. 186670  
(E-Mail: mark@yablonovichlaw.com)  
Michael Coats, Esq., Cal. State Bar No. 258941  
(E-Mail: michael@yablonovichlaw.com)  
1875 Century Park East, Suite 700  
Los Angeles, California 90067-2508  
Telephone: (310) 286-0246 • Fax: (310) 407-5391

Attorneys for Plaintiff Zenia Chavarria

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CLERK U.S. DISTRICT COURT  
CENTRAL DIST. OF CALIF.  
LOS ANGELES

UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

ZENIA CHAVARRIA, individually,  
and on behalf of other members of  
the general public similarly situated,

Plaintiff,

vs.

RALPHS GROCERY COMPANY,  
an Ohio Corporation; and DOES 1  
through 10, inclusive,

Defendants.

Case No. **CV 11-02109** RSWL(VBK)

**CLASS ACTION COMPLAINT**

- (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime);
- (2) Violation of California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums);
- (3) Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums);
- (4) Violation of California Labor Code §§ 1194, 1197 and 1197.1 (Unpaid Minimum Wages);
- (5) Violation of Labor Code §§ 201 and 202 (Wages Not Timely Paid Upon Termination);
- (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment);
- (7) Violation of California Labor Code § 226(a) (Non-compliant Wage Statements);
- (8) Violation of California Business & Professions Code §§ 17200 et seq.

**Jury Trial Demanded**

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**MARK YABLONOVICH**  
LOS ANGELES

1 Plaintiff Zenia Chavarria, individually and on behalf of all other members  
2 of the public similarly situated, alleges as follows:

### 3 JURISDICTION AND VENUE

4 1. This class action is brought pursuant to Federal Rule of Civil  
5 Procedure section 23 for various violations of the California Labor Code and  
6 California law.

7 2. Plaintiff alleges that Defendant RALPHS GROCERY COMPANY  
8 ('Defendant'), was incorporated in the State of Ohio and maintains its principal  
9 place of business in Ohio and is thus a citizen of Ohio. Plaintiff is a resident and  
10 citizen of California. Plaintiff alleges on information and belief that the total  
11 amount in controversy related to her claims are in excess of \$75,000. Thus, this  
12 Court has original jurisdiction over this action pursuant to 28 U.S.C. § 1332(a).  
13 Moreover, Plaintiff alleges, on information and belief, that the aggregate amount  
14 in controversy for this class action exceeds five million dollars (\$5,000,000.00),  
15 exclusive of interest and costs, and that the class exceeds 100 members. Plaintiff  
16 alleges that the vast majority of putative class members, including Plaintiff, are  
17 citizens of California. Thus this Court has jurisdiction over this action pursuant to  
18 28 U.S.C. § 1332(d). The Court has supplemental jurisdiction over the state law  
19 claims pursuant to 28 U.S.C. § 1367.

20 3. Venue is proper in this District pursuant to 28 U.S.C. § 1391(a) and  
21 (b) because Defendant maintains offices, has agents, and is licensed to transact  
22 and does transact business, in this district.

### 23 THE PARTIES

24 4. Plaintiff ZENIA CHAVARRIA is a resident of Los Angeles County,  
25 California.

26 5. Defendant RALPHS GROCERY COMPANY, was and is, upon  
27 information and belief, an Ohio corporation and an employer whose employees  
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1 are engaged throughout this county, the State of California and the various states  
2 of the United States of America.

3 6. Plaintiff is unaware of the true names or capacities of the Defendants  
4 sued herein under the fictitious names DOES 1 through 10, but pray for leave to  
5 amend and serve such fictitiously named Defendants once their names and  
6 capacities become known.

7 7. Plaintiff is informed and believes, and thereon alleges, that DOES 1  
8 through 10 are the partners, agents, owners, shareholders, managers or employees  
9 of RALPHS GROCERY COMPANY.

10 8. Plaintiff is informed and believes, and thereon alleges, that each and  
11 all of the acts and omissions alleged herein was performed by, or is attributable to,  
12 RALPHS GROCERY COMPANY and DOES 1 through 10 (collectively  
13 'Defendants'), each acting as the agent for the other, with legal authority to act on  
14 the other's behalf. The acts of any and all Defendants were in accordance with,  
15 and represent, the official policy of Defendants.

16 9. At all relevant times, Defendants, and each of them, ratified each and  
17 every act or omission complained of herein. At all relevant times, Defendants,  
18 and each of them, aided and abetted the acts and omissions of each and all the  
19 other Defendants in proximately causing the damages herein alleged.

20 10. Plaintiff is informed and believes, and thereon alleges, that each of  
21 said Defendants is in some manner intentionally, negligently, or otherwise  
22 responsible for the acts, omissions, occurrences and transactions alleged herein.

### 23 **CLASS ACTION ALLEGATIONS**

24 11. Plaintiff brings this action on her own behalf, as well as on behalf of  
25 each and all other persons similarly situated, and thus, seek class certification  
26 under Federal Rules of Civil Procedure 23(a), (b)(2), and/or (b)(3).

27 12. All claims alleged herein arise under California law for which  
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1 Plaintiff seeks relief authorized by California law.

2 13. The proposed subclasses consist of and are defined as:

3 Unpaid Wages Subclass:

4 All non-exempt or hourly paid employees who worked as "Service  
5 Deli Clerks" for Defendants in California within four years prior to  
6 the filing of this complaint until the date of certification.

7 Penalties Subclass:

8 All former non-exempt or hourly paid employees of Defendants who  
9 worked as "Service Deli Clerks" in California within one year prior to  
10 the filing of this complaint until the date of certification and did not  
11 receive an accurate wage statement.

12 14. Plaintiff reserves the right to establish sub-classes as appropriate.

13 15. There is a well-defined community of interest in the litigation and the  
14 class is readily ascertainable:

15 (a) Numerosity: The members of the class (and each subclass, if  
16 any) are so numerous that joinder of all members would be unfeasible  
17 and impractical. The membership of the entire class is unknown to  
18 Plaintiff at this time, however, the class is estimated to be greater  
19 than one-hundred (100) individuals and the identity of such  
20 membership is readily ascertainable by inspection of Defendants'  
21 employment records.

22 (b) Typicality: Plaintiff is qualified to, and will, fairly and  
23 adequately protect the interests of each class member with whom  
24 they have a well-defined community of interest, and Plaintiff's claims  
25 (or defenses, if any) are typical of all class members' as demonstrated  
26 herein.

27 (c) Adequacy: Plaintiff is qualified to, and will, fairly and  
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1 adequately, protect the interests of each class member with whom she  
2 has a well-defined community of interest and typicality of claims, as  
3 alleged herein. Plaintiff acknowledges that she has an obligation to  
4 make known to the Court any relationship, conflicts, or differences  
5 with any class member. Plaintiff's attorneys, the proposed class  
6 counsel, are versed in the rules governing class action discovery,  
7 certification, and settlement. Plaintiff has incurred, and throughout  
8 the duration of this action will continue to incur costs and attorneys'  
9 fees that have been, are, and will be necessarily expended for the  
10 prosecution of this action for the substantial benefit of each class  
11 member.

12 (d) Superiority: The nature of this action makes the use of class  
13 action adjudication superior to other methods. Class action will  
14 achieve economies of time, effort and expense as compared with  
15 separate lawsuits, and will avoid inconsistent outcomes because the  
16 same issues can be adjudicated in the same manner and at the same  
17 time for the entire class.

18 (e) Public Policy Considerations: Employers of the State violate  
19 employment and labor laws every day. Current employees are often  
20 afraid to assert their rights out of fear of direct or indirect retaliation.  
21 Former employees are fearful of bringing actions because they  
22 believe their former employers might damage their future endeavors  
23 through negative references and/or other means. Class actions  
24 provide the class members who are not named in the complaint with a  
25 type of anonymity that allows for the vindication of their rights at the  
26 same time as their privacy is protected.  
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## GENERAL ALLEGATIONS

16. At all relevant times set forth, Defendants employed Plaintiff and other persons as non-exempt or hourly employees.

17. Defendants employed Plaintiff from October 2008 to March 2009 as a "Service Deli Clerk" at Defendants' store location in Los Angeles, California. While employed as a "Service Deli Clerk," Plaintiff's general job duties were to prepare and roast rotisserie chicken, perform temperature checks to monitor the rotisserie chicken, prepare sandwiches, maintain food safety standards, and maintain and clean the Service Deli area.

18. Defendants continue to employ other non-exempt or hourly employees within California and throughout the United States.

19. Plaintiff is informed and believes, and thereon alleges, that employees were not paid for all hours worked, because all hours worked were not recorded.

20. Plaintiff is informed and believes, and thereon alleges, that at all times herein mentioned, Defendants were advised by skilled lawyers and other professionals, employees and advisors knowledgeable about California labor and wage law, employment and personnel practices, and about the requirements of California law.

21. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to receive certain wages for overtime compensation and that they were not receiving certain wages for overtime compensation, in violation of the California Labor Code.

22. Plaintiff is informed and believes, and thereon alleges, that Defendants knew or should have known that Plaintiff and class members were entitled to receive all meal periods or payment of one additional hour of pay at

1 Plaintiffs and class members' regular rate of pay when they did not receive a timely  
2 uninterrupted meal period. In violation of the California Labor Code, Plaintiff  
3 was not provided timely and uninterrupted meal periods.

4 23. Plaintiff is informed and believes, and thereon alleges, that  
5 Defendants knew or should have known that Plaintiff and class members were  
6 entitled to receive all rest periods or payment of one additional hour of pay at  
7 Plaintiffs and class members' regular rate of pay when a rest period was missed. In  
8 violation of the California Labor Code, Plaintiff was not provided rest periods.

9 24. Plaintiff is informed and believes, and thereon alleges, that  
10 Defendants knew or should have known that Plaintiff and class members were  
11 entitled to receive at least minimum wages for compensation and that they were  
12 not receiving at least minimum wages for work that was required to be done off-  
13 the-clock. In violation of the California Labor Code, Plaintiff was not paid at least  
14 minimum wages for work done off-the-clock.

15 25. Plaintiff is informed and believes, and thereon alleges, that  
16 Defendants knew or should have known that Plaintiff and class members were  
17 entitled to receive all the wages owed to them upon discharge. In violation of the  
18 California Labor Code, Plaintiff did not receive all wages owed to her, including,  
19 but not limited to, overtime and minimum wages and meal and rest period  
20 premiums, upon her discharge from Defendants' employ.

21 26. Plaintiff is informed and believes, and thereon alleges, that  
22 Defendants knew or should have known that Plaintiff and class members were  
23 entitled to timely payment of wages during employment. In violation of the  
24 California Labor Code, Plaintiff did not receive payment of all wages, including,  
25 but not limited to, overtime and minimum wages and meal and rest period  
26 premiums, within permissible time periods.

27 27. Plaintiff is informed and believes, and thereon alleges, that  
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1 Defendants knew or should have known that Plaintiff and class members were  
2 entitled to receive complete and accurate wage statements in accordance with  
3 California law. In violation of the California Labor Code, Plaintiff was not  
4 provided complete and accurate wage statements.

5 28. Plaintiff is informed and believes, and thereon alleges, that at all  
6 times herein mentioned, Defendants knew or should have known that they had a  
7 duty to compensate Plaintiff and class members, and that Defendants had the  
8 financial ability to pay such compensation, but wilfully, knowingly and  
9 intentionally failed to do so, and falsely represented to Plaintiff and other class  
10 members that they were properly denied wages, all in order to increase Defendants'  
11 profits.

12 29. California Labor Code section 218 states that nothing in Article 1 of  
13 the Labor Code shall limit the right of any wage claimant to "sue directly . . . for  
14 any wages or penalty due [to] him [or her] under this article."

### 15 **FIRST CAUSE OF ACTION**

#### 16 **Violation of California Labor Code §§ 510 and 1198 – Unpaid Overtime** 17 **(Against All Defendants)**

18 30. Plaintiff incorporates by reference and re-alleges as if fully stated  
19 herein the material allegations set out in paragraphs 1 through 29.

20 31. California Labor Code section 1198 and the applicable Industrial  
21 Welfare Commission (IWC) Wage Order provide that it is unlawful to employ  
22 persons without compensating them at a rate of pay either time-and-one-half or  
23 two-times that person's regular rate of pay, depending on the number of hours  
24 worked by the person on a daily or weekly basis.

25 32. Specifically, the applicable IWC Wage Order provides that  
26 Defendants are and were required to pay Plaintiff and class members employed by  
27 Defendants, and working more than eight (8) hours in a day or more than forty  
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1 (40) hours in a workweek, at the rate of time-and-one-half for all hours worked in  
2 excess of eight (8) hours in a day or more than forty (40) hours in a workweek.

3 33. California Labor Code section 510 codifies the right to overtime  
4 compensation at one-and-one-half times the regular hourly rate for hours worked  
5 in excess of eight (8) hours in a day or forty (40) hours in a week.

6 34. During the relevant time period, Plaintiff and class members worked  
7 in excess of eight (8) hours in a day and in excess of forty (40) hours in a week.

8 35. During the relevant time period, Plaintiff and class members worked  
9 off-the-clock. For example, Plaintiff was required to work through her meal and  
10 rest periods after clocking out due to insufficient staffing, causing her shifts to  
11 exceed eight (8) hours. Plaintiff was not paid overtime for this off-the-clock  
12 work.

13 36. Defendants' failure to pay Plaintiff and class members the unpaid  
14 balance of overtime compensation, as required by California laws, violates the  
15 provisions of California Labor Code sections 510 and 1198, and is therefore  
16 unlawful.

17 37. Pursuant to California Labor Code section 1194, Plaintiff and class  
18 members are entitled to recover their unpaid overtime compensation, as well as  
19 interest, costs and attorneys' fees.

## 20 **SECOND CAUSE OF ACTION**

### 21 **Violation of California Labor Code §§ 226.7 and 512(a) – Unpaid Meal**

#### 22 **Period Premiums**

#### 23 **(Against All Defendants)**

24 38. Plaintiff incorporates by reference and re-alleges as if fully stated  
25 herein the material allegations set out in paragraphs 1 through 37.

26 39. At all relevant times, the applicable IWC Wage Order and California  
27 Labor Code sections 226.7 and 512(a) were applicable to Plaintiffs and class  
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1 members' employment by Defendants.

2 40. At all relevant times, California Labor Code section 226.7 provides  
3 that no employer shall require an employee to work during any meal period  
4 mandated by an applicable order of the California IWC.

5 41. At all relevant times, the applicable IWC Wage Order and California  
6 Labor Code section 512(a) provide that an employer may not require, cause or  
7 permit an employee to work for a period of more than five (5) hours per day  
8 without providing the employee with an uninterrupted meal period of not less than  
9 thirty (30) minutes, except that if the total work period per day of the employee is  
10 not more than six (6) hours, the meal period may be waived by mutual consent of  
11 both the employer and the employee.

12 42. During the relevant time period, Plaintiff and class members who  
13 were scheduled to work for a period of time in excess of six (6) hours were  
14 required to work for periods longer than five (5) hours without an uninterrupted  
15 meal period of not less than thirty (30) minutes.

16 43. During the relevant time period, Defendants willfully required  
17 Plaintiff and class members to work during meal periods and failed to compensate  
18 Plaintiff and class members for work performed during meal periods. For  
19 example, Plaintiff was required to remain within the Service Deli department  
20 during her meal period in order to assist customers. Defendants often did not  
21 schedule sufficient employees so as to allow Plaintiff to take a full 30-minute and  
22 uninterrupted meal period.

23 44. During the relevant time period, Defendants failed to pay Plaintiff  
24 and class members the full meal period premium due pursuant to California Labor  
25 Code section 226.7.

26 45. Defendants' conduct violates the applicable IWC Wage Orders and  
27 California Labor Code sections 226.7 and 512(a).  
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**Violation of California Labor Code § 226.7 – Unpaid Rest Period Premiums  
(Against All Defendants)**

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1           53. During the relevant time period, Defendants failed to pay Plaintiff  
2 and class members the full rest period premium due pursuant to California Labor  
3 Code section 226.7.

4           54. Defendants' conduct violates the applicable IWC Wage Orders and  
5 California Labor Code section 226.7.

6           55. Pursuant to the applicable IWC Wage Order and California Labor  
7 Code section 226.7(b), Plaintiff and class members are entitled to recover from  
8 Defendants one (1) additional hour of pay at the employee's regular hourly rate of  
9 compensation for each work day that the rest period was not provided.

#### 10                           **FOURTH CAUSE OF ACTION**

#### 11           **Violation of California Labor Code §§ 1194, 1197 and 1197.1 – Unpaid**

#### 12                           **Minimum Wages**

#### 13                           **(Against All Defendants)**

14           56. Plaintiff incorporates by reference and re-alleges as if fully stated  
15 herein the material allegations set out in paragraphs 1 through 55.

16           57. At all relevant times, California Labor Code sections 1194, 1197 and  
17 1197.1 provide that the minimum wage for employees fixed by the Industrial  
18 Welfare Commission is the minimum wage to be paid to employees, and the  
19 payment of a lesser wage than the minimum so fixed is unlawful.

20           58. During the relevant time period, Plaintiff and class members were  
21 frequently required to work during meal and rest periods without compensation.  
22 For example, Plaintiff and class members had to remain within the Service Deli  
23 department after clocking out for lunch to assist customers.

24           59. During the relevant time period, Defendants regularly failed to pay  
25 minimum wage to Plaintiff and class members as required, pursuant to California  
26 Labor Code sections 1194, 1197 and 1197.1. Plaintiff was not paid for the time  
27 she worked through meal and rest periods.  
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1           60. Defendants' failure to pay Plaintiff and class Members the minimum  
2 wage as required violates California Labor Code sections 1194, 1197 and 1197.1.  
3 Pursuant to those sections Plaintiff and class members are entitled to recover the  
4 unpaid balance of their minimum wage compensation as well as interest, costs and  
5 attorney's fees, and liquidated damages in an amount equal to the wages  
6 unlawfully unpaid and interest thereon.

7           61. Pursuant to California Labor Code section 1197.1, Plaintiff and class  
8 members are entitled to recover a penalty of one hundred dollars (\$100) for the  
9 initial failure to timely pay each employee minimum wages, and two hundred fifty  
10 dollars (\$250) for each subsequent failure to pay each employee minimum wages.

11           62. Pursuant to California Labor Code section 1194.2, Plaintiff and class  
12 members are entitled to recover liquidated damages in an amount equal to the  
13 wages unlawfully unpaid and interest thereon.

#### 14                                   **FIFTH CAUSE OF ACTION**

#### 15                   **Violation of California Labor Code §§ 201 and 202 – Wages Not Timely**

#### 16                                   **Paid Upon Termination**

#### 17                                   **(Against All Defendants)**

18           63. Plaintiff incorporates by reference and re-allege as if fully stated  
19 herein the material allegations set out in paragraphs 1 through 62.

20           64. At all times herein set forth, California Labor Code sections 201 and  
21 202 provide that if an employer discharges an employee, the wages earned and  
22 unpaid at the time of discharge are due and payable immediately, and that if an  
23 employee voluntarily leaves his or her employment, his or her wages shall become  
24 due and payable not later than seventy-two (72) hours thereafter, unless the  
25 employee has given seventy-two (72) hours previous notice of his or her intention  
26 to quit, in which case the employee is entitled to his or her wages at the time of  
27 quitting.  
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65. During the relevant time period, Defendants wilfully failed to pay class members who are no longer employed by Defendants their earned and unpaid wages, including but not limited to unpaid overtime, minimum wages and/or meal and rest period premiums, either at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ.

66. Defendants' failure to pay Plaintiff and those class members who are no longer employed by Defendants their wages earned and unpaid at the time of discharge, or within seventy-two (72) hours of their leaving Defendants' employ, is in violation of California Labor Code sections 201 and 202.

67. California Labor Code section 203 provides that if an employer willfully fails to pay wages owed, in accordance with sections 201 and 202, then the wages of the employee shall continue as a penalty from the due date, and at the same rate until paid or until an action is commenced; but the wages shall not continue for more than thirty (30) days.

68. Plaintiff and class members are entitled to recover from Defendants the statutory penalty wages for each day they were not paid, at their regular hourly rate of pay, up to a thirty (30) day maximum pursuant to California Labor Code section 203.

### SIXTH CAUSE OF ACTION

#### **Violation of California Labor Code § 204 – Wages Not Timely Paid During Employment (Against All Defendants)**

69. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set out in paragraphs 1 through 68.

70. At all relevant times, California Labor Code section 204 provides that all wages earned by any person in any employment between the 1st and the 15th days, inclusive, of any calendar month, other than those wages due upon

1 termination of an employee, are due and payable between the 16th and the 26th  
2 day of the month during which the labor was performed.

3 71. At all relevant times, California Labor Code section 204 provides that  
4 all wages earned by any person in any employment between the 16th and the last  
5 day, inclusive, of any calendar month, other than those wages due upon  
6 termination of an employee, are due and payable between the 1st and the 10th day  
7 of the following month.

8 72. At all relevant times, California Labor Code section 204 provides that  
9 all wages earned for labor in excess of the normal work period shall be paid no  
10 later than the payday for the next regular payroll period.

11 73. During the relevant time period, Defendants willfully failed to pay  
12 Plaintiff and class members all wages due to them, including but not limited to,  
13 unpaid overtime, minimum wages and/or meal and rest period premiums, within  
14 any time period permissible by California Labor Code section 204.

15 74. Plaintiff and class members are entitled to recover all remedies  
16 available for violations of California Labor Code section 204.

17 75. At all relevant times, California Labor Code section 210 provides that  
18 every person who fails to pay the wages of each employee in violation of  
19 California Labor Code section 204 shall be subjected to a civil penalty of one  
20 hundred dollars (\$100) for each initial violation and two hundred dollars (\$200)  
21 for each subsequent violation, plus twenty-five percent (25%) of the amount  
22 withheld.

### 23 **SEVENTH CAUSE OF ACTION**

#### 24 **Violation of California Labor Code § 226(a) – Non-compliant Wage** 25 **Statements**

#### 26 **(Against All Defendants)**

27 76. Plaintiff incorporates by reference and re-alleges as if fully stated  
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1 herein the material allegations set out in paragraphs 1 through 75.

2 77. At all material times set forth herein, California Labor Code section  
3 226(a) provides that every employer shall furnish each of his or her employees an  
4 accurate itemized wage statement in writing showing nine items of information,  
5 including total hours worked by the employee, all applicable hourly rates and the  
6 total hours worked at each rate by the employee, the inclusive dates of the period  
7 for which the employee is paid and the name and address of the legal entity that is  
8 the employer.

9 78. Defendants have intentionally and wilfully failed to provide  
10 employees with complete and accurate wage statements. The deficiencies include,  
11 among other things, the failure to list the total hours worked.

12 79. As a result of Defendants' violation of California Labor Code section  
13 226(a), Plaintiff and class members have suffered injury and damage to their  
14 statutorily protected rights.

15 80. Specifically, Plaintiff and class members have been injured by  
16 Defendants' intentional violation of California Labor Code section 226(a) because  
17 they were denied both their legal right to receive, and their protected interest in  
18 receiving, accurate, itemized wage statements under California Labor Code  
19 section 226(a).

20 81. Plaintiff and class members are entitled to recover from Defendants  
21 the greater of their actual damages caused by Defendants' failure to comply with  
22 California Labor Code section 226(a), or an aggregate penalty not exceeding four  
23 thousand dollars (\$4,000) per employee.

24 82. Pursuant to California Labor Code section 226(g), Plaintiff and class  
25 members are also entitled to injunctive relief to ensure compliance with this  
26 section.

LAW OFFICES OF  
MARK YABLONOVICH  
LOS ANGELES

**EIGHTH CAUSE OF ACTION****Violation of California Business & Professions Code §§ 17200 *et seq.*****(Against All Defendants)**

83. Plaintiff incorporates by reference and re-alleges as if fully stated herein the material allegations set out in paragraphs 1 through 82.

84. Defendants' conduct, as alleged herein, has been, and continues to be, unfair, unlawful, and harmful to Plaintiff, other class members, and to the general public. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure section 1021.5.

85. Defendants' activities, as alleged herein, are violations of California law, and constitute unlawful business acts and practices in violation of California Business & Professions Code sections 17200 *et seq.*

86. A violation of California Business & Professions Code sections 17200 *et seq.* may be predicated on the violation of any state or federal law. Here, Defendants' policies and practices of requiring non-exempt employees, including Plaintiff and class members, to work overtime without paying them proper compensation violate California Labor Code sections 510 and 1198. Additionally, Defendants' policies and practices of requiring non-exempt employees, including Plaintiff and class members, to work through their meal and rest periods without paying them proper compensation violate California Labor Code sections 226.7 and 512(a). Defendants' policies and practices of not paying at least minimum wages violate California Labor Code sections 1194, 1197 and 1197.1. Defendants' policies and practices of failing to timely pay wages upon termination violate California Labor Code sections 201 and 202. Defendants' policies and practices of failing to timely pay wages violate California Labor Code section 204. Finally, Defendants' policies and practices of providing inaccurate wage statements violate California Labor Code section 226(a).

1           87. Plaintiff and class members have been personally injured by  
2 Defendants' unlawful business acts and practices as alleged herein, including but  
3 not necessarily limited to the loss of money or property.

4           88. Pursuant to California Business & Professions Code sections 17200  
5 *et seq.*, Plaintiff and class members are entitled to restitution of the wages  
6 withheld and retained by Defendants during a period that commences four years  
7 prior to the filing of this complaint; a permanent injunction requiring Defendants  
8 to pay all outstanding wages due to Plaintiff and class members; an award of  
9 attorneys' fees pursuant to California Code of Civil Procedure section 1021.5 and  
10 other applicable laws; and an award of costs.

#### 11                           **REQUEST FOR JURY TRIAL**

12           Plaintiff requests trial by jury.

#### 13                           **PRAYER FOR RELIEF**

14           Plaintiff, and on behalf of all others similarly situated, prays for relief and  
15 judgment against Defendants, jointly and severally, as follows:

16           1. For damages, restitution and penalties in excess of seventy-five  
17 thousand dollars (\$75,000).

#### 18                           **Class Certification**

19           2. That this class be certified as a class action;

20           3. That Plaintiff be appointed as the representatives of the Class; and

21           4. That counsel for Plaintiff be appointed as Class Counsel.

#### 22                           **As to the First Cause of Action**

23           5. That the Court declare, adjudge and decree that Defendants violated  
24 California Labor Code sections 510 and 1198 and applicable IWC Wage Orders  
25 by willfully failing to pay all overtime wages due to Plaintiff and class members;

26           6. For general unpaid wages at overtime wage rates and such general  
27 and special damages as may be appropriate;  
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1           7. For pre-judgment interest on any unpaid overtime compensation  
2 commencing from the date such amounts were due;

3           8. For reasonable attorneys' fees and for costs of suit incurred herein  
4 pursuant to California Labor Code section 1194(a); and

5           9. For such other and further relief as the Court may deem equitable  
6 and appropriate.

7                           **As to the Second Cause of Action**

8           10. That the Court declare, adjudge and decree that Defendants violated  
9 California Labor Code sections 226.7 and 512 and applicable IWC Wage Orders  
10 by willfully failing to provide all meal periods (including second meal periods)  
11 to Plaintiff and class members;

12           11. That the Court make an award to the Plaintiff and class members of  
13 one (1) hour of pay at each employee's regular rate of compensation for each  
14 workday that a meal period was not provided;

15           12. For all actual, consequential and incidental losses and damages,  
16 according to proof;

17           13. For premiums pursuant to California Labor Code section 226.7(b);

18           14. For pre-judgment interest on any unpaid wages from the date such  
19 amounts were due; and

20           15. For such other and further relief as the Court may deem equitable  
21 and appropriate.

22                           **As to the Third Cause of Action**

23           16. That the Court declare, adjudge and decree that Defendants violated  
24 California Labor Code section 226.7 and applicable IWC Wage Orders by  
25 willfully failing to provide all rest periods to Plaintiff and class members;

26           17. That the Court make an award to the Plaintiff and class members of  
27 one (1) hour of pay at each employee's regular rate of compensation for each  
28

1 workday that a rest period was not provided;

2 18. For all actual, consequential, and incidental losses and damages,  
3 according to proof;

4 19. For premiums pursuant to California Labor Code section 226.7(b);

5 20. For pre-judgment interest on any unpaid wages from the date such  
6 amounts were due; and

7 21. For such other and further relief as the Court may deem equitable  
8 and appropriate.

9 **As to the Fourth Cause of Action**

10 22. That the Court declare, adjudge and decree that Defendants violated  
11 California Labor Code sections 1194, 1197 and 1197.1 by willfully failing to pay  
12 minimum wages to Plaintiff and class members;

13 23. For general unpaid wages and such general and special damages as  
14 may be appropriate;

15 24. For statutory wage penalties pursuant to California Labor Code  
16 section 1197.1 for Plaintiff and class members in the amount as may be  
17 established according to proof at trial;

18 25. For pre-judgment interest on any unpaid compensation from the date  
19 such amounts were due;

20 26. For reasonable attorneys' fees and for costs of suit incurred herein  
21 pursuant to California Labor Code section 1194(a);

22 27. For liquidated damages pursuant to California Labor Code section  
23 1194.2; and

24 28. For such other and further relief as the Court may deem equitable  
25 and appropriate.

26 **As to the Fifth Cause of Action**

27 29. That the Court declare, adjudge and decree that Defendants violated  
28

1 California Labor Code sections 201, 202 and 203 by willfully failing to pay all  
2 compensation owed at the time of termination of the employment of Plaintiff and  
3 other terminated class members;

4 30. For all actual, consequential and incidental losses and damages,  
5 according to proof;

6 31. For waiting time penalties according to proof pursuant to California  
7 Labor Code section 203 for all employees who have left Defendants' employ;

8 32. For pre-judgment interest on any unpaid wages from the date such  
9 amounts were due; and

10 33. For such other and further relief as the Court may deem equitable  
11 and appropriate.

12 **As to the Sixth Cause of Action**

13 34. That the Court declare, adjudge and decree that Defendants violated  
14 California Labor Code section 204 by willfully failing to pay all compensation  
15 owed at the time required by California Labor Code section 204, to Plaintiff and  
16 class members;

17 35. For all actual, consequential and incidental losses and damages,  
18 according to proof;

19 36. For statutory wage penalties pursuant to California Labor Code  
20 section 210 for Plaintiff and all other class members;

21 37. For pre-judgment interest on any untimely paid compensation, from  
22 the date such amounts were due; and

23 38. For such other and further relief as the Court may deem equitable  
24 and appropriate.

25 **As to the Seventh Cause of Action**

26 39. That the Court declare, adjudge and decree that Defendants violated  
27 the record keeping provisions of California Labor Code section 226(a) and  
28

1 applicable IWC Wage Orders as to Plaintiff and class members, and willfully  
2 failed to provide accurate itemized wage statements thereto;

3 40. For all actual, consequential and incidental losses and damages,  
4 according to proof;

5 41. For statutory penalties pursuant to California Labor Code section  
6 226(e);

7 42. For injunctive relief to ensure compliance with this section, pursuant  
8 to California Labor Code section 226(g); and

9 43. For such other and further relief as the Court may deem equitable  
10 and appropriate.

11 **As to the Eighth Cause of Action**

12 44. That the Court declare, adjudge and decree that Defendants violated  
13 California Business and Professions Code sections 17200 *et seq.* by failing to  
14 provide Plaintiff and class members all overtime compensation due to them,  
15 failing to provide all meal and rest periods to Plaintiff and class members, failing  
16 to pay for all missed meal and rest periods to Plaintiff and class members, failing  
17 to pay at least minimum wages to Plaintiff and class members, by failing to pay  
18 Plaintiff's and class members' wages timely as required by California Labor Code  
19 sections 201, 202, 203 and 204 and by failing to provide Plaintiff and class  
20 members with complete and accurate wage statements.

21 45. For restitution of unpaid wages to Plaintiff and all class members  
22 and prejudgment interest from the day such amounts were due and payable;

23 46. For the appointment of a receiver to receive, manage and distribute  
24 any and all funds disgorged from Defendants and determined to have been  
25 wrongfully acquired by Defendants as a result of violations of California  
26 Business & Professions Code sections 17200 *et seq.*;

27 47. For reasonable attorneys' fees and costs of suit incurred herein  
28

1 pursuant to California Code of Civil Procedure section 1021.5;

2 48. For injunctive relief to ensure compliance with this section, pursuant  
3 to California Business & Professions Code sections 17200 *et seq*; and

4 49. For such other and further relief as the Court may deem equitable  
5 and appropriate.

6 Dated: March 11, 2011

LAW OFFICES OF MARK  
YABLONOVICH

7  
8  
9 By:

  
Mark Yablonoich, Esq.  
Michael Coats, Esq.

10  
11 Attorneys for Plaintiff Zenia Chavarria,  
12 and all others similarly situated

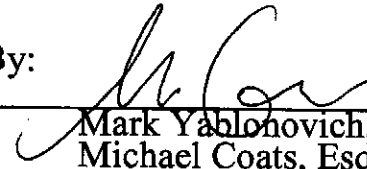
13  
14 **DEMAND FOR JURY TRIAL**

15 Plaintiffs hereby demand a jury trial as provided by Rule 38(a) of the  
16 Federal Rules of Civil Procedure.

17  
18 Dated: March 11, 2011

LAW OFFICES OF MARK  
YABLONOVICH

19  
20  
21 By:

  
Mark Yablonoich, Esq.  
Michael Coats, Esq.

22  
23 Attorneys for Plaintiff Zenia Chavarria,  
24 and all others similarly situated

**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY**

This case has been assigned to District Judge Ronald S. W. Lew and the assigned discovery Magistrate Judge is Victor B. Kenton.

The case number on all documents filed with the Court should read as follows:

**CV11- 2109 RSWL (VBKx)**

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

**NOTICE TO COUNSEL**

*A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).*

Subsequent documents must be filed at the following location:

☒ **Western Division**  
312 N. Spring St., Rm. G-8  
Los Angeles, CA 90012

☐ **Southern Division**  
411 West Fourth St., Rm. 1-053  
Santa Ana, CA 92701-4516

☐ **Eastern Division**  
3470 Twelfth St., Rm. 134  
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

LAW OFFICES OF MARK YABLONOVICH  
 Mark Yablonovich, Esq. (SBN 186670)  
 Michael Coats, Esq. (SBN 258941)  
 1875 Century Park East, Suite 700  
 Los Angeles, CA 90067  
 Telephone: (310) 286-0246

UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA

ZENIA CHAVARRIA, individually, and on behalf of  
 other members of the general public similarly situated,

PLAINTIFF(S)

v.

RALPHS GROCERY COMPANY, an Ohio  
 Corporation; and DOES 1 through 10, inclusive,

DEFENDANT(S).

CASE NUMBER

**CV11-02109** PSL (VBK)

**SUMMONS**

TO: DEFENDANT(S): RALPHS GROCERY COMPANY

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Law Offices of Mark Yablonovich, whose address is 1875 Century Park East, Suite 700, Los Angeles, CA 90067. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

MAR 11 2011

Dated: \_\_\_\_\_

Clerk, U.S. District Court

**JULIE PRADO**

By: \_\_\_\_\_

Deputy Clerk

(Seal of the Court)

**SEAL**

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA  
CIVIL COVER SHEET**

|   |  |
|---|--|
| <b>I (a) PLAINTIFFS</b> (Check box if you are representing yourself <input type="checkbox"/> )<br>ZENIA CHAVARRIA, individually, and on behalf of other members of the general public similarly situated  | <b>DEFENDANTS</b><br>RALPHS GROCERY COMPANY, an Ohio Corporation; and DOES 1 through 10, inclusive |
| <b>(b) Attorneys</b> (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)<br><br>LAW OFFICES OF MARK YABLONOVICH<br>Mark Yablonovich, Esq. (SBN 186670), Michael Coats, Esq. (SBN 258941)<br>1875 Century Park East, Suite 700, Los Angeles, CA 90067, (310) 286-0246 | Attorneys (If Known)   |

|  |   |                                       |   |                            |                                       |            |            |  |                                       |                            |   |                            |                            |                          |                            |                                       |   |                            |                                       |   |                            |                            |                |                            |                            |
|--|---|---------------------------------------|---|----------------------------|---------------------------------------|------------|------------|--|---------------------------------------|----------------------------|---|----------------------------|----------------------------|--------------------------|----------------------------|---------------------------------------|---|----------------------------|---------------------------------------|---|----------------------------|----------------------------|----------------|----------------------------|----------------------------|
| <b>II. BASIS OF JURISDICTION</b> (Place an X in one box only.)<br><br><input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party)<br><br><input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III) | <b>III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only</b><br>(Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border: none;"> <tr> <td style="width:35%;">Citizen of This State</td> <td style="width:10%; text-align: center;"><b>PTF</b></td> <td style="width:10%; text-align: center;"><b>DEF</b></td> <td style="width:45%;"></td> <td style="width:10%; text-align: center;"><b>PTF</b></td> <td style="width:10%; text-align: center;"><b>DEF</b></td> </tr> <tr> <td></td> <td style="text-align: center;"><input checked="" type="checkbox"/> 1</td> <td style="text-align: center;"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> <td style="text-align: center;"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td style="text-align: center;"><input type="checkbox"/> 2</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td style="text-align: center;"><input type="checkbox"/> 5</td> <td style="text-align: center;"><input checked="" type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td style="text-align: center;"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> <td style="text-align: center;"><input type="checkbox"/> 6</td> </tr> </table> | Citizen of This State                 | <b>PTF</b>  | <b>DEF</b>                 |                                       | <b>PTF</b> | <b>DEF</b> |  | <input checked="" type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 | Citizen of Another State | <input type="checkbox"/> 2 | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 | Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |
| Citizen of This State  | <b>PTF</b>  | <b>DEF</b>                            |   | <b>PTF</b>                 | <b>DEF</b>                            |            |            |  |                                       |                            |   |                            |                            |                          |                            |                                       |   |                            |                                       |   |                            |                            |                |                            |                            |
|  | <input checked="" type="checkbox"/> 1   | <input type="checkbox"/> 1            | Incorporated or Principal Place of Business in this State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4            |            |            |  |                                       |                            |   |                            |                            |                          |                            |                                       |   |                            |                                       |   |                            |                            |                |                            |                            |
| Citizen of Another State   | <input type="checkbox"/> 2  | <input checked="" type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input checked="" type="checkbox"/> 5 |            |            |  |                                       |                            |   |                            |                            |                          |                            |                                       |   |                            |                                       |   |                            |                            |                |                            |                            |
| Citizen or Subject of a Foreign Country  | <input type="checkbox"/> 3  | <input type="checkbox"/> 3            | Foreign Nation  | <input type="checkbox"/> 6 | <input type="checkbox"/> 6            |            |            |  |                                       |                            |   |                            |                            |                          |                            |                                       |   |                            |                                       |   |                            |                            |                |                            |                            |

**IV. ORIGIN** (Place an X in one box only.)

☒ 1 Original Proceeding    
 ☐ 2 Removed from State Court    
 ☐ 3 Remanded from Appellate Court    
 ☐ 4 Reinstated or Reopened    
 ☐ 5 Transferred from another district (specify):    
 ☐ 6 Multi-District Litigation    
 ☐ 7 Appeal to District Judge from Magistrate Judge

**V. REQUESTED IN COMPLAINT:** JURY DEMAND: ☒ Yes   ☐ No (Check 'Yes' only if demanded in complaint.)

CLASS ACTION under F.R.C.P. 23: ☒ Yes   ☐ No     **MONEY DEMANDED IN COMPLAINT:** \$ In excess of \$5,000,000.00

**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)  
 CA Labor code sections 510, 1198, 226.7, 512(a), 1194, 1197, 1197.1, 201, 202, 204, 226(a); Business and Professions Code section 17200.

**VII. NATURE OF SUIT** (Place an X in one box only.)

|  |   |  |   |   |  |
|--|---|--|---|---|--|
| <input type="checkbox"/> 400 State Reapportionment<br><input type="checkbox"/> 410 Antitrust<br><input type="checkbox"/> 430 Banks and Banking<br><input type="checkbox"/> 450 Commerce/ICC Rates/etc.<br><input type="checkbox"/> 460 Deportation<br><input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations<br><input type="checkbox"/> 480 Consumer Credit<br><input type="checkbox"/> 490 Cable/Sat TV<br><input type="checkbox"/> 810 Selective Service<br><input type="checkbox"/> 850 Securities/Commodities/Exchange<br><input type="checkbox"/> 875 Customer Challenge 12 USC 3410<br><input type="checkbox"/> 890 Other Statutory Actions<br><input type="checkbox"/> 891 Agricultural Act<br><input type="checkbox"/> 892 Economic Stabilization Act<br><input type="checkbox"/> 893 Environmental Matters<br><input type="checkbox"/> 894 Energy Allocation Act<br><input type="checkbox"/> 895 Freedom of Info. Act<br><input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice<br><input type="checkbox"/> 950 Constitutionality of State Statutes | <input type="checkbox"/> 110 Insurance<br><input type="checkbox"/> 120 Marine<br><input type="checkbox"/> 130 Miller Act<br><input type="checkbox"/> 140 Negotiable Instrument<br><input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment<br><input type="checkbox"/> 151 Medicare Act<br><input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans)<br><input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits<br><input type="checkbox"/> 160 Stockholders' Suits<br><input type="checkbox"/> 190 Other Contract<br><input type="checkbox"/> 195 Contract Product Liability<br><input type="checkbox"/> 196 Franchise<br><input type="checkbox"/> 210 Land Condemnation<br><input type="checkbox"/> 220 Foreclosure<br><input type="checkbox"/> 230 Rent Lease & Ejectment<br><input type="checkbox"/> 240 Torts to Land<br><input type="checkbox"/> 245 Tort Product Liability<br><input type="checkbox"/> 290 All Other Real Property | <input type="checkbox"/> 310 Airplane<br><input type="checkbox"/> 315 Airplane Product Liability<br><input type="checkbox"/> 320 Assault, Libel & Slander<br><input type="checkbox"/> 330 Fed. Employers' Liability<br><input type="checkbox"/> 340 Marine<br><input type="checkbox"/> 345 Marine Product Liability<br><input type="checkbox"/> 350 Motor Vehicle<br><input type="checkbox"/> 355 Motor Vehicle Product Liability<br><input type="checkbox"/> 360 Other Personal Injury<br><input type="checkbox"/> 362 Personal Injury-Med Malpractice<br><input type="checkbox"/> 365 Personal Injury-Product Liability<br><input type="checkbox"/> 368 Asbestos Personal Injury Product Liability<br><input type="checkbox"/> 462 Naturalization Application<br><input type="checkbox"/> 463 Habeas Corpus-Alien Detainee<br><input type="checkbox"/> 465 Other Immigration Actions | <input type="checkbox"/> 370 Other Fraud<br><input type="checkbox"/> 371 Truth in Lending<br><input type="checkbox"/> 380 Other Personal<br><input type="checkbox"/> 385 Property Damage Product Liability<br><input type="checkbox"/> 422 Appeal 28 USC 158<br><input type="checkbox"/> 423 Withdrawal 28 USC 157<br><input type="checkbox"/> 441 Voting<br><input type="checkbox"/> 442 Employment<br><input type="checkbox"/> 443 Housing/Accommodations<br><input type="checkbox"/> 444 Welfare<br><input type="checkbox"/> 445 American with Disabilities - Employment<br><input type="checkbox"/> 446 American with Disabilities - Other<br><input type="checkbox"/> 440 Other Civil Rights | <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus<br><input type="checkbox"/> 530 General<br><input type="checkbox"/> 535 Death Penalty<br><input type="checkbox"/> 540 Mandamus/Other<br><input type="checkbox"/> 550 Civil Rights<br><input type="checkbox"/> 555 Prison Condition<br><input type="checkbox"/> 610 Agriculture<br><input type="checkbox"/> 620 Other Food & Drug<br><input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881<br><input type="checkbox"/> 630 Liquor Laws<br><input type="checkbox"/> 640 R.R. & Truck<br><input type="checkbox"/> 650 Airline Regs<br><input type="checkbox"/> 660 Occupational Safety/Health<br><input type="checkbox"/> 690 Other | <input type="checkbox"/> 710 Fair Labor Standards Act<br><input type="checkbox"/> 720 Labor/Mgmt. Relations<br><input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act<br><input type="checkbox"/> 740 Railway Labor Act<br><input checked="" type="checkbox"/> 790 Other Labor Litigation<br><input type="checkbox"/> 791 Empl. Ret. Inc. Security Act<br><input type="checkbox"/> 820 Copyrights<br><input type="checkbox"/> 830 Patent<br><input type="checkbox"/> 840 Trademark<br><input type="checkbox"/> 861 HIA (1395ff)<br><input type="checkbox"/> 862 Black Lung (923)<br><input type="checkbox"/> 863 DIWC/DIWW (405(g))<br><input type="checkbox"/> 864 SSID Title XVI<br><input type="checkbox"/> 865 RSI (405(g))<br><input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)<br><input type="checkbox"/> 871 IRS-Third Party 26 USC 7609 |
|--|---|--|---|---|--|

FOR OFFICE USE ONLY: Case Number:

CV11-02109

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

**UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA**  
**CIVIL COVER SHEET**

**VIII(a). IDENTICAL CASES:** Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes  
 If yes, list case number(s): \_\_\_\_\_

**VIII(b). RELATED CASES:** Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes  
 If yes, list case number(s): \_\_\_\_\_

**Civil cases are deemed related if a previously filed case and the present case:**

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or  
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or  
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or  
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

**IX. VENUE:** (When completing the following information, use an additional sheet if necessary.)

- (a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.  
☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

|                           |   |
|---------------------------|---|
| County in this District:* | California County outside of this District; State, if other than California; or Foreign Country |
| Los Angeles County        |   |

- (b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.  
☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

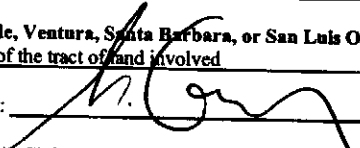
|                           |   |
|---------------------------|---|
| County in this District:* | California County outside of this District; State, if other than California; or Foreign Country |
|                           | Ohio  |

- (c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.  
**Note: In land condemnation cases, use the location of the tract of land involved.**

|   |   |
|---|---|
| County in this District:*                                     | California County outside of this District; State, if other than California; or Foreign Country |
| All Counties in California both in and outside this District. | All Counties in California both in and outside this District.                                   |

\* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

**Note: In land condemnation cases, use the location of the tract of land involved.**

**X. SIGNATURE OF ATTORNEY (OR PRO PER):**  **Date** March 11, 2011

**Notice to Counsel/Parties:** The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

**Key to Statistical codes relating to Social Security Cases:**

| Nature of Suit Code | Abbreviation | Substantive Statement of Cause of Action   |
|---------------------|--------------|--|
| 861                 | HIA          | All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b)) |
| 862                 | BL           | All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)  |
| 863                 | DIWC         | All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))   |
| 863                 | DIWW         | All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))  |
| 864                 | SSID         | All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.  |
| 865                 | RSI          | All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))   |